

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

DERRICK URSIN, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

LIBERTY PERSONAL INSURANCE
COMPANY,

Defendant.

CIVIL ACTION NO.

SECTION:

MAGISTRATE:

CLASS ACTION

COMPLAINT

The Complaint of Derrick Ursin, an individual of full age of majority domiciled and residing in the Parish of Baton Rouge, State of Louisiana, individually and on behalf of all others similarly situated, hereinafter referred to as Mr. Ursin or Plaintiff, brings this suit as a class action pursuant to Fed. R. Civ. P. 23(a) and (b)(3), against Defendant Liberty Personal Insurance Co. (“Defendant” or “Liberty Personal”), respectfully representing as follows:

1. Made Defendant in this cause of action is Liberty Personal Insurance Co., a Massachusetts corporation with its principal place of business in Boston, Massachusetts, and who may be served through its registered agent for service of process, the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, LA, 70809.

2. Defendant is liable to Plaintiff and all others similarly situated for any and all elements of damages allowed by Louisiana law, including penalties, the costs of litigation, and attorneys’ fees, just and reasonable in the premises.

JURISDICTION

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, because (a) Plaintiff is a member of the putative class, which consists of at least 100 members, and Plaintiff and Defendant are citizens of different states; (b) the amount-in-controversy exceeds \$5 million dollars; and (c) none of the exceptions under §1332 apply to this claim.

4. At all relevant times, Plaintiff and putative class members were Louisiana policyholders and residents, and Defendant is a foreign corporation licensed to do business and transact in insurance in Louisiana.

VENUE

5. Venue is proper in this court because a substantial portion of the acts and course of conduct giving rise to the claims alleged occurred within the district and Defendant is subject to personal jurisdiction in this district. Plaintiff is a citizen of the State of Louisiana, residing and domiciled in the Parish of Baton Rouge.

I. NATURE OF THE CASE

6. Defendant is an automobile insurer in Louisiana and provides, *inter alia*, coverage for first-party property damage under collision and/or comprehensive coverage. Such policies, issued to Plaintiff and all putative Class Members, are form policies that promise to pay for loss up to a limit on liability of actual cash value (“ACV”).

7. Most car accidents are “partial” losses, which is the term used where insurers (including Defendant) pay to repair the damage to a vehicle. Where repair of the vehicle is impossible or uneconomical, however, the loss is considered a “total loss.” When Defendant determines that a vehicle is a total loss it elects to pay the vehicle’s ACV.

8. Total loss scenarios are taxing. Not only has the insured likely suffered more than a minor accident – and thus are often dealing with potential medical injuries – but there are numerous insurance-related issues, such as payment for storage, investigation of the vehicle and claim, finding a replacement vehicle, and so forth.

9. Louisiana law, in an attempt to minimize the uncertainty surrounding total loss situations, prescribed certain regulatory requirements that all insurers must follow when reimbursing insureds after their vehicle is determined a total loss.

10. Specifically, LSA-R.S. 22:1892B(5) governs the adjustment and claim payment for total-loss vehicles, *i.e.*, where insurers decline to repair a vehicle and choose to instead base its payment on the vehicle's actual cash value. The statute requires payment of “the actual cost to purchase a comparable vehicle” and prescribes three methods by which insurers can derive such cost. *Id.*

11. The options are: (1) A fair market value survey using qualified retail automobile dealers in the local market; (2) the “retail cost as determined from a generally recognized used motor vehicle industry source...”; or (3) an expert appraiser selected and agreed to by both the insurance company and the insured. LSA-R.S. 22:1892B(5)(a)-(c).

12. Unsurprisingly, given that Louisiana requires payment of the *actual* cost to purchase a comparable vehicle, at least two of the methods permitted – the fair market survey method and the industry source method – require use of the retail cost of the vehicle. This requirement prevents insurers from artificially devaluing totaled vehicles by using unreliable Craigslist postings from private sellers, or suspect price listings from “buy-here-pay-here” type car sellers. Instead, Louisiana requires use of “qualified retail” car dealers and “recognized used motor vehicle industry sources” to determine the “retail cost” of comparable vehicles.

13. Defendant, however, fails entirely to abide by such requirements, and, in so doing, breaches its contract with its insureds in bad faith and violates numerous Louisiana regulatory requirements.

14. Defendant purports to calculate the ACV of total-loss vehicles via a third-party vendor, Audatex or AudaExplore, through a system called Autosource Market-Driven Valuation (“Autosource”). Through the Autosource system, Defendant artificially, capriciously, and intentionally undervalues or devalues total-loss vehicles in order to pay less than the ACV amount required by its policy and Louisiana law.

15. Ostensibly, the Autosource system identifies the list price of comparable vehicles, which it then adjusts based on factors such as differences in equipment, packages, and/or condition between the comparable vehicle and the total-loss vehicle. However, in violation of Louisiana law, to determine the value of the totaled vehicle, Autosource relies on vehicles outside the relevant market, only identifies to the insured a few of the comparable vehicles identified, and incorporates unfounded downward price adjustments. In so doing, Defendant fails to compensate insureds for their loss and fails to pay the minimum amount required by its policy and Louisiana law.

16. Defendant does so through hidden or obscure “adjustments” to and averaging of comparable vehicles, artificial “typical negotiation” adjustments, and so forth. For example, Defendant often makes adjustments based on vehicle condition. Defendant purports to compare the total-loss vehicle to the comparable vehicles and “adjust” the amount up or down if the total-loss vehicle is in better or worse condition than the comparable vehicles. But neither Defendant

nor its agents actually *see or evaluate* the comparable vehicles, and thus have no basis for determining that the total-loss vehicle is worse in comparison.¹

17. Another example is the “typical negotiation” adjustment. Defendant represents that it reflects some sort of average difference between list price and “what the dealer would be willing” to sell it for. But Defendant does not actually base that on conversations with the sellers of the comparable vehicles – instead, the adjustment is nothing more than another illegitimate and capricious way to undervalue the total-loss vehicles.

18. Even if the “typical negotiation” adjustment were legitimate, however, its implementation is pernicious for another reason. Consider a hypothetical vehicle listed at \$10,000.00, to which Defendant would apply its “typical negotiation” adjustment (for the sake of this hypothetical, Plaintiff uses 5%). A 5% adjustment would mean the actual amount used by Defendant for that comparable vehicle would be \$9,500.00, for a “typical negotiation” adjustment of \$500.00. Now assume the total-loss vehicle had a feature that the comparable vehicle did not, with a value of \$800.00. Defendant would *first* add the \$800.00 to the comparable vehicle (now \$10,800.00) – even though the whole point is that the comparable vehicle is missing the feature – and then apply the 5% adjustment. This means that the “typical negotiation” adjustment would be \$540.00 ($\$10,800.00 * .05$), rather than \$500.00.

19. It gets worse. Assume that it is the *comparable* vehicle that has a feature or factor missing from the total-loss vehicle, with a value of \$800.00. If so, Defendant does the opposite – it *first* applies the 5% adjustment, which would total \$500.00 ($\$10,000.00 * .05$), and only then subtracts the \$800.00. If Defendant treated the two situations consistently, it would first subtract

¹ Of course, even if the total-loss vehicle were in poorer condition than the retail vehicle, Louisiana law requires payment of the “actual cost to purchase a comparable vehicle” based on the “retail cost” of comparable vehicles or a survey of “retail” auto sellers.

the \$800.00 from the comparable vehicle (now \$9,200.00) and then apply the 5% adjustment, which would total \$460.00 ($\$9,200.00 * .05$). In other words, even assuming all of Defendant's arbitrary and baseless adjustments were valid (they are not), Defendant orders the adjustments in whatever way is most disadvantageous to insureds.

II. PLAINTIFF'S ACCIDENT AND VALUATION

20. At all times relevant, Plaintiff was insured under a policy of insurance issued by Defendant for a 2014 Jaguar XF. *See* Exh. A (Policy).

21. On or about August 14, 2016, Plaintiff's vehicle sustained damage. After Plaintiff submitted a physical damage claim, Defendant declined to pay to repair the vehicle and elected to determine it was a total-loss.

22. Defendant, through the Autosource system, purportedly determined that the vehicle value was \$36,431.00, to which Defendant added sales tax and subtracted the deductible for a total of \$39,824.10. *See* Exh. B (Market Valuation Report) at 4.

23. This pre-tax amount of \$36,431.00 is significantly less than value determined by "recognized used motor vehicle industry source" such as NADA or KBB. For example, NADA values Defendant's vehicle, with all optional equipment and packages, at a pre-tax amount of approximately \$39,300.00.

24. Not only was Plaintiff victim to Defendant's general scheme of using arbitrary and capricious selection of some vehicle and not others, as well as the "typical negotiation" adjustment, but Plaintiff was also victim to Defendant's "ordering" of adjustments to Plaintiff's disadvantage, such that even an adjustment purportedly in Plaintiff's favor was tempered.

25. An example can be seen in the first comparable vehicle details on page 8 of Exhibit B (although the same is true of the remaining vehicles). First, Defendant represented – without

basis – that the “typical negotiation” adjustment would be 4%. Exh. B at 8. The first vehicle’s price is \$31,093.00. *Id.* Defendant then clarifies that this amount was not actually the list price – instead, the advertised price of \$30,899.00 was adjusted for “typical negotiation” of \$1,296.00. But $\$30,899.00 * .04$ is only \$1,235.96, or \$60.04 less than the “typical negotiation” amount, and thus, even on Defendant’s own terms, it should have only subtracted \$1,235.96 from the advertised price. The explanation comes from the \$1,490.00 positive adjustment. Defendant first applied that adjustment to the advertised price, which would come to \$32,389.00. This new amount multiplied by .04 equals \$1,296.00.

26. In other words, Defendant first selected vehicles from irrelevant markets or with artificially low values while avoiding those that would have been favorable to Plaintiff to arrive at an average price thousands and thousands of dollars lower than the value assigned by actual motor vehicle industry sources such as NADA. Then, when Defendant purportedly made an adjustment in Plaintiff’s favor – although even with the adjustment, Defendant still intentionally undervalued the vehicle by approximately \$3,000.00 – it nevertheless ordered the adjustments to its own advantage and Plaintiff’s disadvantage.

III. DEFENDANT DOES NOT ABIDE BY LSA-R.S. 22:1892B(5)(a)

27. LSA-R.S. 22:1892B(5)(a) permits the use of a “fair market value survey conducted using qualified retail automobile dealers in the local market area as resources.” The Autosource system used by Defendant does not qualify. Instead, the system utilizes national data, which Defendant obscures from its insureds.

28. In Plaintiff’s case, for example, Defendant utilized “comparable” vehicles from places such as Bammel, Texas (almost 250 miles from Baton Rouge) and Little Rock, Arkansas (almost 350 miles from Baton Rouge).

29. Thus, Defendant does not abide by LSA-R.S. 22:1892B(5)(a).

IV. DEFENDANT DOES NOT ABIDE BY LSA-R.S. 22:1892B(5)(b)

30. The Autosource system used by Defendant is also not a “generally recognized used *motor vehicle* industry source” within the meaning of § 22:1892B(5)(b). The Autosource system is marketed solely to insurance companies, and is used by insurance companies, such as Defendant, to artificially and illegitimately deflate the value of total-loss vehicle in making total-loss claim payments.

31. The difference between a “motor vehicle industry source”, designed to reflect an *accurate* vehicle value, and an insurance industry source, designed to find an artificially-low value favorable to insurance companies, is seen in Plaintiff’s case, where an actual “motor vehicle industry source” identified the value of Plaintiff’s vehicle as approximately \$3,000.00 higher than did Defendant.

V. DEFENDANT’S CONDUCT BREACHES ITS CONTRACTS AND VIOLATES LOUISIANA LAW

32. Defendant is aware that the Autosource valuation system results in unlawfully low vehicle valuations, and that, were Defendant to use a method prescribed by Louisiana law, the amounts paid to total-loss insureds would be significantly higher.

33. Because actual motor vehicle industry players and sources are aware of and accurately reflect the used vehicle market – which are then used by others in the industry, including car dealers, and relied upon by consumers – it is virtually impossible for a system designed to provide an artificially *lower* amount to indemnify insureds for their loss.

34. Defendant is aware that motor vehicle industry sources provide higher – and more accurate – vehicle values than Autosource.

35. The arbitrary and capricious vehicle values provided by Autosource is lower than “the actual cost to purchase” a vehicle of like kind and quality, and concomitantly lower than the vehicle’s fair market retail cost. Moreover, it is lower than the vehicle’s ACV, as reasonably understood under the Policy and as conformed to Louisiana law.

36. Defendant’s failure to properly pay the actual cash value of an insured’s loss constitutes a breach of contract. Defendant’s use of a system that intentionally devalues total-loss vehicles constitutes a breach of contract.

37. Defendant breaches its contracts with insureds by refusing to utilize a legitimate method prescribed by LSA-R.S. 22:1892B(5), thereby refusing to pay the recognized “actual cost to purchase” or market retail cost as required by Louisiana law and its own Policy.

38. Moreover, the aforementioned conduct – and breaches of contract – are the result of actions that constitute bad faith, and are capricious and arbitrary in violation of Defendant’s duties and obligations to its insureds.

39. As set forth above, Defendant violates LSA-R.S. 22:1892 because it does not use a survey of qualified retail automobile dealers in the market area or the closest nearest market area – Autosource utilizes data from across the country and its algorithms are not merely illegitimate and arbitrary, but are based on national data – and because it does not utilize a recognized motor vehicle industry source. And even if Defendant did, its system is designed not to pay the “actual cost to purchase” or market retail cost for the total-loss vehicle.

40. Defendant’s conduct set forth herein and use of the Autosource system constitutes violations of La. R.S. § 22: 1973A in that Defendant violates its “duty of good faith and fair dealing” by failing to “adjust claims fairly and promptly and to make a reasonable effort to settle claims” with its insureds.

41. Upon information and belief, Defendant intentionally undervalues the total-loss claims, about which it knowingly and intentionally misinforms and misleads insureds concerning the Autosource system, including the selection of “comparable” vehicles and utilizations of adjustments, and otherwise violates its duty of good faith and fair dealing and Louisiana law.

42. Defendant’s conduct set forth herein and use of the Autosource system constitutes violations of La. R.S. § 22: 1973B(5) in that Defendant fails “to pay the amount of any claim due any person insured by the contract within sixty days after receipt of satisfactory proof of loss” and such failure is “arbitrary, capricious, or without probable cause.”

43. Defendant’s Policy, to the extent inconsistent, is conformed to comply with Louisiana law.

VI. CLASS ACTION

44. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), Plaintiff seeks to certify and represent the following Classes:

Valuation Class

All Liberty Personal Insurance Co. insureds in the State of Louisiana who had a property damage claim determined to be and adjusted as a covered total-loss, where such claim(s) had a date of loss from the time period of ten years prior to the filing of this suit through the date of an Order certifying the Class.

Adjustment-Order Class

All Liberty Personal Insurance Co. insureds in the State of Louisiana who had a property damage claim determined to be and adjusted as a covered total-loss, where such claim(s) had a date of loss from the time period of ten years prior to the filing of this suit through the date of an Order certifying the Class, and where Defendant applied a positive adjustment to comparable vehicle advertised price prior to applying a “typical negotiation” adjustment.²

² As set forth in the Causes of Action section below, the “Adjustment-Order Class” is a subclass bringing a single cause of action in addition to the claims asserted by the Valuation Class (of which they are also Class Members). As will be explicated in briefing no doubt, while the *merits* of the claims are

45. Excluded from the Classes are Defendant and its agents, employees, subsidiaries, parents, and related entities, as well as the Judge assigned to this case and his staff employees. Also excluded from the Classes are the undersigned counsel and anyone employed in their law firms.

46. **Numerosity:** Although unable to allege a precise number of Class Members absent confirmatory discovery, upon information and belief, including investigation by the undersigned and examination of the premiums written by Defendant over the past ten years, Plaintiff believes that the number of members of the Classes numbers in the thousands and perhaps tens of thousands, such that members of the Classes are so numerous that joinder of all individual claims at issue is impracticable. Thus, the Classes are sufficiently numerous within the meaning of Rule 23(a)(1).

47. **Commonality:** As to both classes, this litigation raises common questions of law and fact subject to common resolution within the meaning of Rule 23(a)(2), including:

- a. As to the Valuation Class: (1) whether Defendant's Autosource valuation system is a complies with LSA-R.S. 22:1892B(5)(a); (2) whether Defendant's Autosource valuation system is a complies with LSA-R.S. 22:1892B(5)(b); and (3) whether Defendant's use of the Autosource valuation system constitutes breach of contract and/or bad faith.
- b. As to the Adjustment-Order Class: (1) whether Defendant's uniform method of applying certain positive adjustments prior to "typical negotiation" adjustments,

independent, the *damages* of the Adjustment-Order Class are largely subsumed within the damages of the Valuation Class claims. Thus, to the extent the Valuation Class prevails on their claims, the Adjustment-Order Class claim is for the most part superfluous as it relates to damages. To the extent the Valuation Class fails on the merits of their claims, however, the Adjustment-Order Class claim is independently viable.

while always applying “typical negotiation” adjustments prior to negative adjustments, violates Defendant’s covenant of good faith and fair dealing, is exercised in bad faith, and/or constitutes a breach of contract; (2) whether such practice violates LSA-R.S. 22:1793 and/or LSA-R.S. 22:1892.

48. **Typicality:** Plaintiff’s claims and the defenses thereto are typical of members of the Classes within the meaning of Rule 23(a)(3). Defendant injured Plaintiff and members of the Classes through uniform misconduct and Plaintiff’s legal claims arise from the same core practices. Plaintiff suffered the same harm as all Class Members and Plaintiff’s interests are identical to those of the other Class Members.

49. **Adequacy:** Plaintiff will adequately – and zealously – protect the interests of members of the Classes. Plaintiff is unaware of any interest in conflict with those of the Classes, and Plaintiff and the undersigned have sufficient and adequate resources to prosecute this claim. Plaintiff is sufficiently knowledgeable concerning the subject matter at issue and is committed to protecting putative class members from any unfair or harmful conduct. Moreover, Plaintiff has retained the undersigned as counsel, who, collectively, have successfully litigated hundreds of class actions, many of which in the insurance context, through settlement and litigated judgments. Included in the undersigned are Louisiana counsel who not only have significant experience in class litigation, but are well-versed in the idiosyncrasies and particularities of Louisiana law and local rules and procedures. As such, the adequacy requirement of Rule 23(a)(4) is satisfied.

50. **Predominance:** The aforementioned common issues of law and fact predominate over any individual issues within the meaning of Rule 23(b)(3). Issues of liability are common to the class, and, as such, even if issues of damages are individualized, that would not preclude class treatment. Moreover, while the *amount* of damages will vary, the *measure* of damages will not:

- a. As to the Valuation Class, either of Plaintiff's theory of damages results in a uniform measure, *i.e.*, (1) the difference between the valuation amount asserted by Defendant through the Autosource system and the value determined by a legitimate industry source such as NADA; or (2) the amount of "adjustments" designed merely to reduce the retail cost to an amount less than retail cost.
- b. As to the Adjustment-Order Class, Plaintiff's theory of damages applies uniformly, *i.e.*, the difference between the "typical adjustment" amount when applied *after* a positive adjustment and what the "typical adjustment" would have been had it been applied *prior to* the positive adjustment.

51. **Superiority:** Class treatment is superior to any other viable alternative method of adjudication within the meaning of Rule 23(b)(3), in that:

- a. Neither the size of the Class, nor any other factor, make it likely that difficulties will be encountered in the management of this Class as a class action;
- b. The prosecution of separate actions by individual Class Members, or the individual joinders of all Class Members in this action, is impracticable and would create a significant and unnecessary burden on the resources of the courts and could result in inconsistent adjudication, while a single class action can determine, with judicial economy, the rights of each member of the Class;
- c. Because of the disparity of resources available to Defendant versus those available to individual members of the Classes, prosecution of separate actions would work a financial hardship;
- d. The conduct of this action as a class action conserves the resources of the parties and the court system and protects the rights of each Class Member and meets all

due process requirements. A class action is also superior to the maintenance of these claims on an individual basis when all actions arise out of the same circumstances and course of conduct; and

- e. Because the claims are relatively small compared to the cost, time, and expense of litigation, individual actions will be rendered financially impractical, if not impossible.

52. Class members can be identified and ascertained through objective criteria within Defendant's own possession.

COUNT I: BREACH OF CONTRACT
(on behalf of the Valuation Class)

53. Paragraphs 1-52 are hereby incorporated by reference.

54. This Count is brought by Plaintiff individually and on behalf of the Valuation Class.

55. Plaintiff and all members of the putative Class paid all premiums and otherwise satisfied all conditions precedent, as evidenced by, *inter alia*, the fact that Defendant determined the claims were covered claims.

56. Given the duties and obligations imposed by the terms and conditions of the form insurance contract, interpreted in light of and (if necessary) conformed to Louisiana law, Defendant's use of the Autosource valuation system constituted a breach of contract.

57. Moreover, the conduct set forth herein was knowingly capricious and illegitimate, and otherwise constituted bad faith.

58. Plaintiff and putative members of the Class were damaged by Defendant's breaches of contract in amounts that will be demonstrated according to proof.

59. Plaintiff and putative members of the Class are entitled to compensatory damages, penalties, costs, attorneys' fees, and all other relief allowable by law and/or that this Court deems just and proper.

COUNT II: VIOLATIONS OF LSA-R.S. 22:1793
(on behalf of the Valuation Class)

60. Paragraphs 1-52 and 54-58 are hereby incorporated by reference.

61. As set forth herein, Defendant knowingly and/or intentionally undervalued total-loss vehicle property damage claims. Defendant did so notwithstanding its knowledge that use of legitimate used motor vehicle sources and vehicle sellers would have resulted in an accurate and fair valuation for its insureds.

62. The conduct set forth herein violated Defendant's duties of good faith and the requirements prescribed by Louisiana law.

63. Defendant's utilization of the Autosource valuation system violated LSA-R.S. 22:1892.

64. As to Plaintiff and members of the putative Class, Defendant failed to fairly and promptly adjust claims and failed to make a reasonable efforts to settle claims with its insureds, which constitutes a violation of its good faith duties.

65. Similarly, Defendant failed to pay the amount of claims due its insureds within the statutorily-prescribed time of sixty days. Moreover, such failure, as outlined herein, was "arbitrary, capricious, or without probable cause."

66. As such, Plaintiff and members of the Class are entitled to all damages, penalties, attorney fees, costs, and relief permitted by law and deemed by this Court to be just and proper.

COUNT III: PENALTIES AND EXPENSES OF LITIGATION
(on behalf of Valuation Class pursuant to La. R.S. §22:1892)

67. Paragraphs 1-52, 54-58, and 61-65 are hereby incorporated by reference.

68. Defendant has acted in bad faith, been stubbornly litigious, and caused Plaintiff and Class Members unnecessary trouble and expense by failing to comply with the clear requirements of its policies and Louisiana law.

69. Plaintiff and Class Members are entitled to, and expressly pray for, expenses of litigation, all allowable penalties, and all attorneys' fees and costs pursuant to La. R.S. §22:1892(B)(1), including 50% of damages found or \$1,000.00.

COUNT IV: VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING
(on behalf of Adjustment-Order Class)

70. Paragraphs 1-26, 35-38, and 40-52 are hereby incorporated by reference.

71. Count IV is brought by Plaintiff individually and on behalf of the Adjustment-Order Class.

72. Defendant's practice of ordering adjustments that include a "positive" adjustment (i.e., an upward adjustment) in such a way as to always advantage Defendant and disadvantage its insureds is capricious, illegitimate, and in violation of its obligation, contractually and under La. R.S. 22:1973, to abide by its duty of good faith and fair dealing.

73. To the extent that Defendant has any discretion in how to order adjustments, that Defendant always exercises such discretion to its own advantage and to its insureds' disadvantage is a violation of its duty of good faith and fair dealing.

74. As a result, Plaintiff and members of the putative Adjustment-Order Class are entitled to compensatory damages, along with all penalties, attorneys' fees, costs, expenses, and any other relief allowable by law and/or that this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of the Classes that include all other persons similarly situated, prays that Liberty Personal Insurance Co. be duly cited and served with this Petition, be required to appear and answer the same, and after due proceedings had, that there by judgment rendered herein in favor of Plaintiff and the Class, and against Defendant as follows:

- a) For an order certifying this action as a class action on behalf of the Classes, with Plaintiff serving as representative of the Classes and with the undersigned serving as Counsel for the Classes;
- b) For notice to be sent to the Classes in a form and manner approved by the Court and comporting with due process;
- c) For an award of compensatory damages in amounts owed pursuant to the policies of insurance and Louisiana law;
- d) For all penalties, expenses, and relief allowable by law;
- e) For all other damages according to proof;
- f) For an award of attorneys' fees and expenses pursuant to La. R.S. §22:1892(B)(1) and/or La. R.S. §22:1973 or other applicable law;
- g) For costs of suit incurred herein;
- h) For pre-judgment and post-judgment interests on any amounts awarded; and
- i) For such other general and/or equitable relief to which the Plaintiff and/or the Class may be entitled that this Court deems just and proper.

This 17th day of May, 2021.

Respectfully submitted,

/s/ Stephen J. Herman

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Thank you for renewing with Liberty Mutual.

Through your affiliation with **Southern University Alumni Federation**, you are receiving savings on your auto insurance.

This package contains your renewal auto insurance policy, along with new identification cards to place in your car. Please look over this information and keep it with your important documents.

Remember, you can visit **LibertyMutual.com/register** 24 hours a day to get information and manage your Liberty Mutual account.

If you have any questions about your coverage, available discounts or product offerings, please call me or a member of my service team at **1-225-292-8808/1-800-233-0913**.

Sincerely,

Dwayne A Morein
Sales Representative
1-225-292-8808
1-800-233-0913



CONTACT US

Questions About Your Policy

Liberty Mutual Office
9100 Blue Bonnet Ctr Blvd Ste 402
Baton Rouge LA 70809
1-225-292-8808
1-800-233-0913

Visit Us Online
LibertyMutual.com

To Report a Claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/claims

40010012A0F29820515140000000

Important Billing Information Enclosed





Policy Declarations

A summary of your auto insurance coverage

Thank you for renewing with us.

Your declarations are effective as of 04/17/2016.



INSURANCE INFORMATION

Named Insured: Derrick Ursin
Ella M Ardoin Ursin

Policy Number: AOF-298-205151-40 6 0

Policy Period: 04/17/2016-04/17/2017 12:01 AM
standard time at the address of the
Named Insured as stated below.

Mailing Address: 1943 Wildlife Dr
Baton Rouge LA
70816-7450

Affinity Affiliation: Southern University Alumni Federation



ACTION REQUIRED:

Please review and keep for your records.

Policy Declarations



QUESTIONS ABOUT YOUR POLICY?

By Phone
1-225-292-8808
1-800-233-0913

Liberty Mutual Office
9100 Blue Bonnet Ctr
Blvd Ste 402
Baton Rouge LA
70809

Sales Representative
Dwayne A Morein

VEHICLES COVERED BY YOUR POLICY

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2014	JAGUAR	XF	SAJWA0ES9EPU20518
2	2013	TOYOTA	4RUNNER	JTEZU5JR7D5051330
3	2014	CHEVROLET	IMPALA	2G1125S35E9118490

COVERAGE DETAILS

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE INFORMATION

Total Annual Policy Premium : **\$3,233.00**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.



GO PAPERLESS

Manage your policy 24/7 on eService
LibertyMutual.com/register

To report a claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/claims

COVERAGE	LIMITS	PREMIUM PER VEHICLE		
		VEH 1	VEH 2	VEH 3
A. Liability				
Bodily Injury	\$ 20,000 Each Person	\$ 135	\$ 144	\$ 150
	\$ 40,000 Each Accident			
Property Damage	\$ 25,000 Each Accident	\$ 136	\$ 192	\$ 168

COVERAGE INFORMATION *(continued)*

COVERAGE	LIMITS	PREMIUM PER VEHICLE		
		VEH 1	VEH 2	VEH 3
C. Uninsured Motorists				
Economic Loss Only		\$ 19	\$ 26	\$ 23
Uninsured Motorists	\$ 15,000 Each Person			
Bodily Injury	\$ 30,000 Each Accident			
D. Coverage for Damage to Your Auto				
Collision		\$ 748	\$ 408	\$ 504
Actual Cash Value Less Deductible Shown				
Veh 1 \$ 250	Veh 2 \$ 250			
Veh 3 \$ 250				
Other Than Collision		\$ 194	\$ 114	\$ 158
Actual Cash Value Less Deductible Shown				
Veh 1 \$ 250	Veh 2 \$ 250			
Veh 3 \$ 250				
OPTIONAL COVERAGE				
Towing And Labor Cost Each Disablement		\$ 8	\$ 8	\$ 8
Veh 1 \$ 50	Veh 2 \$ 50			
Veh 3 \$ 50				
Transportation Expenses	\$ 30 Per Day \$ 900 Per Accident	\$ 30	\$ 30	\$ 30
Annual Premium Per Vehicle:		\$ 1,270	\$ 922	\$ 1,041

Total Annual Policy Premium : **\$ 3,233.00**
 Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

DISCOUNTS AND BENEFITS

Your discounts and benefits have been applied to your Total Annual Policy Premium.

VEHICLE DISCOUNTS

	VEH 1	VEH 2	VEH 3
Anti-Theft Device Discount	Yes	Yes	Yes
Vehicle Safety Discount	Yes	Yes	Yes
RightTrack® Discount	Yes	Yes	Yes

POLICY DISCOUNTS

- Active Military Discount
- Paperless Policy Discount
- Multi-Policy Discount
- Early Shopper Discount
- Electronic Funds Transfer Discount
- Multi-Car Discount

DISCOUNTS AND BENEFITS *(continued)*

POLICY BENEFITS

Accident Forgiveness: Congratulations! Your Policy has earned Accident Forgiveness! If an experienced driver on your policy has an accident, we won't raise your price due to the first accident.

ADDITIONAL INFORMATION FOR VEHICLES COVERED BY YOUR POLICY

LOSS PAYEE(S)	MONTH/YEAR EXPIRES
VEH 1: US BANK	11/2018
VEH 3: INVESTAR BANK	12/2018

DRIVER INFORMATION

DRIVER NAME	LICENSE NUMBER	DATE OF BIRTH	STATE
Derrick Ursin	6758386	11/07/1978	LA
Ella M Ardoin Ursin	6753266	08/18/1980	LA

To ensure proper coverage, please contact us to add drivers not listed above.

ENDORSEMENTS - CHANGES TO YOUR POLICY

- Amendment of Policy Provisions - Louisiana AS2342 01 16
- Automobile Amendatory Endorsement AS3679 11 10
- Economic Loss Uninsured Motorist Coverage - Louisiana AS2083 01 16
- Optional Transportation Expenses Coverage AS2225 06 05
- Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05
- Split Liability Limits AS3626 08 08
- Economic Loss Uninsured Motorist Coverage - LA AS2084 08 08
- Towing and Labor Coverage AS2208 02 05
- Automatic Termination Endorsement AS2115 01 00
- Loss Payable Clause PP 03 05 08 86

LibertyGuard Auto Policy Declarations provided and underwritten by Liberty Personal Insurance Company, Boston, MA.

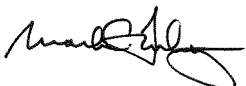
This policy, including endorsements listed above, is countersigned by:



 Authorized Representative



 President



 Secretary



03/15/2016



**INSURANCE
INFORMATION**

Important Notice About Your Electronic Payment

Dear DERRICK URSIN,

You have elected the Electronic Funds Transfer billing method to pay your policy premium.

The payment will be billed to your financial institution on 04/25/2016 for withdrawal from your account within three business days, as noted below.

In the future, payments will be withdrawn within three business days of the 25th of each installment period, until the insurance premium is satisfied. We will notify you of any change in the payment amount on or before the billing date.

Unsuccessful payments may be subject to a \$ 25.00 fee.

If your payment account changes, e.g., you open a new account, move to a new financial institution, or change your account number, you must notify a service representative immediately to avoid the \$ 25.00 fee for returned payments.

If you have any questions, please contact a service representative at **1-225-292-8808/1-800-233-0913** .

**Named Insured:
Derrick Ursin**

**Policy Number:
AOF-298-205151-40**

**Policy Period:
04/17/2016
04/17/2017**



**ACTION
REQUIRED**

- Make note of the payment amount for your withdrawal.
- If you need to change your payment account, notify us immediately.

Policy Number	Policy Name	Payment Amount
AOF-298-205151-40	DERRICK URSIN	\$ 269.42

Billing Date: 04/25/2016
Total Withdrawal Amount: \$ 269.42



CONTACT US

**Questions About
Your Policy**

Liberty Mutual Office
 9100 Blue Bonnet Ctr Blvd Ste
 402
 Baton Rouge LA 70809
 1-225-292-8808
 1-800-233-0913

Online
 LibertyMutual.com



GO PAPERLESS

**Manage your policy 24/7
on eService**
 LibertyMutual.com/register



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - LOUISIANA

PERSONAL AUTO
AS 2342 01 16

I. Part A - Liability Coverage

Part A is amended as follows:

- A. Paragraph A. of the **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements.

- B. Paragraph B. of the **Insuring Agreement** is replaced by the following:

"Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer."
2. Any person using "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.
3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer," other than "your covered auto," any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer."

- C. The following is added to the **Supplementary Payments** Provision:

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability we will pay on behalf of an "insured":

Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest

based on that period of time after the offer.

- D. Exclusion A.5. is replaced by the following: We do not provide Liability Coverage for any "insured":

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the minimum limits required by the Motor Vehicle Safety Responsibility Law of Louisiana. This exclusion (A.5.) does not apply to a share-the-expense car pool.

- E. Exclusion A.6. is replaced by the following: We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This Exclusion (A.6.) only applies to the extent that the limits of liability for this coverage exceed the limits of liability required by the Louisiana Motor Vehicle Safety Responsibility Law. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

- F. Exclusion A.8. is replaced by the following:

8. Any insured using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a "family member".

Endorsements



G. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

1. If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Except as provided in 2. below, any insurance we provide for a "non-owned auto" shall be excess over any other collectible insurance.
2. We will provide primary insurance for a "non-owned auto" if a person engaged in the business of selling, repairing, or servicing motor vehicles provides a loaner vehicle to you or a "family member":
 - a. For temporary use while "your covered auto" is being serviced or repaired; or
 - b. To demonstrate or test drive the vehicle.
3. If a "non-owned auto" is a rental motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by you or any "family member" from the owner of the rental motor vehicle.
SECOND PRIORITY	Any policy affording Liability Coverage to the "insured" as a named insured or "family member".

II. Part B - Medical Payments Coverage

Paragraph A. of the **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by accident; and
 2. Sustained by an "insured".
- We will pay only those expenses incurred for services rendered within 3 years from the date of the accident. However, if the "bodily injury" is diagnosed within 1 year of the date of the accident and reported to us within 3 years of the date of the accident, we

will not limit the time period in which we will pay reasonable expenses incurred for necessary medical and funeral services resulting from such "bodily injury".

Paragraph B. of the **Insuring Agreement** is replaced by the following:

B. "Insured" as used in this Part means:

1. You or any "family member":
 - a. while "occupying;" or
 - b. as a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.

III. Part C – UNINSURED MOTORISTS COVERAGE

Paragraph B. of the **Insuring Agreement** is replaced by the following:

B. "Insured" as used in this Part means:

1. You or any "family member."
2. Any other person "occupying" "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

Paragraph B. of the **EXCLUSIONS** is replaced by the following:

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured.":

1. If that "insured" or the legal Page 5 of 12 representative settles the "bodily injury" claim without our consent.
2. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to



you, any "family member" or any other rated driver listed in the Declarations using your covered auto.

IV. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

- A. Exclusion 7. is replaced by the following:
7. Loss to any "non-owned auto" when used by you or any "family member" without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted.

- B. The following is added to the **Payment Of Loss** Provision:

PAYMENT OF LOSS

Loss payment will be made within 30 days after we receive your satisfactory proof of loss.

- C. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

1. If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Except as provided in 2. below, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
 - a. Any coverage provided by the owner of the "non-owned auto";
 - b. Any other applicable physical damage insurance;
 - c. Any other source of recovery applicable to the loss.
2. We will provide primary insurance for a "non-owned auto" if a person engaged in the "business" of selling, repairing, or servicing motor vehicles provides the "non-owned auto" as a loaner vehicle to you or any "family member":
 - a. For temporary use while "your covered auto" is being serviced or repaired; or
 - b. To demonstrate or test drive the vehicle.
3. If the "non-owned auto" is a rental motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by you or any "family member" from the owner of the rental motor vehicle.
SECOND PRIORITY	Any source of recovery applicable to the "insured" as a named insured or "family member".

- D. The **Appraisal** Provision is replaced by the following:

APPRAISAL

- A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will not be binding. Each party will:
 1. Pay its chosen appraiser, and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part E - Duties After An Accident Or Loss

The lead-in paragraph to Part E is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

VI. Part F - General Provisions

Part F is amended as follows:

- A. The **Legal Action Against Us** Provision is amended as follows:

LEGAL ACTION AGAINST US

1. This provision does not apply to **Part A – Liability Coverage, Part B – Medical Payments Coverage and Part C - Uninsured Motorists Coverage.**
2. This provision is replaced by the following with respect to



Part D - Coverage For Damage To Your Auto: No legal action may be brought against us until there has been full compliance with all the terms of this policy.

B. Paragraph A. of the Our Right To Recover Payment Provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right.

That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with your express or implied permission or other person having lawful possession and is not using a vehicle beyond the scope of the permission granted.

C. The **Termination** Provision is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium;
 - b. At least 30 days notice in all other cases.

Notice of cancellation must be sent by certified mail except if:

- a. We cancel only for nonpayment of premium; or
- b. The policy has been in effect less than 60 days at the time notice of cancellation is mailed and this is not a renewal or continuation policy.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium; or
- b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period if this is not a renewal or continuation policy; or
- (2) If this is a renewal or continuation policy, during the policy period or the 180 days immediately preceding this policy's effective date.

C. In the event of fraud or material misrepresentation in presentation of a claim.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. If the law in effect in Louisiana at the time this policy is issued, renewed or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - c. Modifies any of the stated termination reasons;
 we will comply with those requirements.



2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If you cancel the policy we will send you the refund within 30 days after the effective date of cancellation. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC LOSS UNINSURED MOTORISTS COVERAGE - LOUISIANA

WARNING:

THIS ENDORSEMENT PROVIDES COVERAGE ONLY FOR ECONOMIC LOSS AN INSURED IS LEGALLY ENTITLED TO RECOVER FROM THE OWNER OR OPERATOR OF AN UNINSURED MOTOR VEHICLE. NO COVERAGE IS PROVIDED FOR ANY NON-ECONOMIC LOSS, SUCH AS PAIN AND SUFFERING.

SCHEDULE

Economic Loss Uninsured Motorists Coverage \$ _____ each accident

I. Definitions

The following definitions are added to the Definitions Section:

A. "Economic loss" consists of the following:

1. Medical Expenses

All reasonable and necessary expenses incurred for medical, hospital, dental, surgical, x-ray, rehabilitation, professional nursing, prosthetic and ambulance services, prescription drugs and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

2. Work Loss

Loss of wages, salary or their equivalent, for work an "insured" would have performed had he not been injured.

3. Funeral Expenses

Reasonable and necessary expenses incurred for funeral, burial or cremation.

4. Other reasonable and necessary out-of-pocket expenses incurred as a result of the "bodily injury."

B. "Non-Economic loss" means any loss other than "economic loss" and includes but is not limited to:

- 1. Pain;
- 2. Suffering;

- 3. Inconvenience;
- 4. Mental anguish; and
- 5. Any other non-economic damages otherwise recoverable under the laws of Louisiana.

II. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay damages for "economic loss" which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- 1. Sustained by an "insured"; and
- 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages for "economic loss" arising out of a suit brought without our written consent is not binding on us.

We will pay for damages for "economic loss" under this coverage only after the limits of liability under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements.



B. "Insured" as used in this endorsement means:

1. You or any other "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages for "economic loss" that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or and "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the "insured" must show, by an independent and disinterested witness, that the "bodily injury" was the result of the actions of an unidentified motorist.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability we will pay to an "insured" prejudgment interest awarded by a court to the "insured" on that part of a judgment we pay.

EXCLUSIONS

- A. We do not provide Economic Loss Uninsured Motorists Coverage for "bodily injury" sustained by:
 1. An "insured" while "occupying", or when struck by, any vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. Any "insured", if the "insured" or the legal representative settles the "bodily injury" claim without our consent.
 3. Any "insured" using a vehicle without the express or implied permission that the "insured" is entitled to do so.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.



- C. We do not provide Economic Loss Uninsured Motorists Coverage for:
1. Punitive or exemplary damages; or
 2. Any "Non-economic loss".

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for all damages for "economic loss" resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of "economic loss" under this coverage and Part A or Part B of this policy.
- C. We will not make a duplicate payment under this coverage for any element of "economic loss" for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of "economic loss" if a person is entitled to receive payment for the same element of "economic loss" under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision or coverage:

- A. With respect to "bodily injury" sustained by an "insured":
1. While "occupying" a vehicle owned by that person or while not "occupying" any vehicle, any recovery for damages for "economic loss" sustained by an "insured" as a named insured or family member may equal but not exceed the highest applicable limit for any one vehicle under this insurance or any other insurance.

2. While "occupying" a vehicle not owned by that person, the following priorities of recovery will apply:
 - a. The uninsured motorists coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident will be primary.
 - b. If the primary insurance is exhausted, any excess recovery for damages for "economic loss" sustained by an "insured" as a named insured or family member may equal but not exceed the highest applicable limit for any one vehicle under this insurance or any other insurance. In no instance will more than one limit be available as excess insurance.

- B. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages for "economic loss"; or
 2. As to the amount of damages for "economic loss" which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection by made by a judge of a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.



III. Part F - General Provisions

The **Our Right To Recover Payment** Provision of **Part F** is amended as follows.

OUR RIGHT TO RECOVER PAYMENT

1. Paragraph **A.** of this provision does not apply to damages for "economic loss" an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" as defined in Section **2.** of the definition of "uninsured motor vehicle" under Economic Loss Uninsured Motorists Coverage.

2. Except with respect to coverage under Section **2.** of the definition of "uninsured motor vehicle" under Economic Loss Uninsured Motorists Coverage, we shall be entitled to a recovery under Paragraph **A.** only after the person has been fully compensated for damages for "economic loss".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



IMPORTANT MESSAGE ABOUT YOUR POLICY

Enclosed with this renewal is an Amendment of Policy Provisions and any Uninsured Motorists Coverage endorsements applicable to your policy. Please read the endorsements along with the policy and Declarations for a complete understanding of your coverages. You should keep the endorsements with your policy.

With this renewal we have made changes to your existing coverage:

- The liability exclusions for public or livery conveyance and business use (delivery) have been modified to provide coverage to the minimum mandatory state limits; and
- The public or livery conveyance exclusions in uninsured motorists coverage bodily injury and property damage have been removed

While no premium change results from the modified coverage, you should read the revised endorsements and declarations carefully and keep all of these materials for your records. Please contact the sales representative listed on your declarations page to discuss your insurance needs. Thank you for entrusting us with your business. We appreciate having you as a customer.

No coverage is provided by this summary. If there is any conflict between the policy and this summary, the provisions of the policy, including any endorsements, shall prevail.



NOTICE OF PRIVACY POLICY

Liberty Mutual* values you as a customer and takes your personal privacy seriously. When you request a rate quotation, apply for insurance, request changes to your insurance policy or submit a claim, you disclose information about yourself or members of your family. This notice tells you how we treat the information we collect about you.

1. INFORMATION WE MAY COLLECT

We collect information about you from:

- Applications or other forms you complete, and information you provide to us over the telephone;
- Your business dealings with us and other companies;
- Your employer or association for Liberty Mutual Group products;
- Consumer reporting agencies, Motor Vehicle Departments, inspection services and medical providers; and
- Visits to our Liberty Mutual website.

2. TYPES OF INFORMATION WE MAY DISCLOSE

We may disclose the following about you:

- Information from your application or other forms, such as your name, date of birth, address, social security number, vehicle and driver information;
- Information about your transactions with us, our affiliates or others, such as your insurance coverages, payment history, and certain claims information; and
- Information we receive from third parties, such as your motor vehicle records and claims history.

3. TO WHOM INFORMATION MAY BE DISCLOSED

We do not disclose personal information about you to anyone unless allowed by law. We are allowed by law to provide information to:

- A third party that performs services for us, such as claims investigations, medical examinations, inspections, and appraisals or for roadside assistance or the repair of your vehicle if you have a claim;
- Our affiliated companies and reinsurers;
- Insurance regulators and reporting agencies;
- Consumer reporting agencies to obtain loss history information, motor vehicle reports, or credit report information where permitted by law;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions or to confirm your compliance with compulsory motor vehicle liability insurance laws;
- Law enforcement agencies or other government authorities to report suspected illegal activities;
- A person or organization conducting insurance actuarial, or research studies;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement with banks, credit unions, and affinity partners, or providers of annuity and financial products and services offered through us to our customers; and
- As otherwise permitted by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information. These safeguards comply with applicable laws. We retain your information for as long as required by law or regulation. The only employees or agents who have access to your information are those who must have it to provide products or services to you. We do not sell your information to mass marketing or telemarketing companies. Any information we share with third parties, such as those organizations which perform a service for us or market our products, is subject to appropriate confidentiality protections and may be used only for the purposes intended.

*This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates that provide personal automobile, homeowners, life insurance and annuities: Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Company of America, Liberty Northwest Insurance Corporation, Liberty Life Assurance Company of Boston, Liberty County Mutual Insurance Company (Texas only), Liberty Lloyds of Texas Insurance Company, LM Property and Casualty Insurance Company, Liberty Mutual Personal Insurance Company, Liberty Personal Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, LM General Insurance Company, American States Preferred Insurance Company, Consolidated Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company and Wausau Business Insurance Company.



Choose The Payment Option That Works For You

We are committed to making billing easy and hassle free. That is why we offer a selection of billing and payment options to choose from.

PAYMENT OPTIONS

- **Electronic Funds Transfer (EFT).** Save time and money with our convenient EFT option. Once you enroll, your insurance payment will be withdrawn directly from your checking/savings account and there are no installment charges. As a convenience, we will make every attempt to issue any refunds due to your bank account from which the payment was received. Sign up by visiting LibertyMutual.com/EFT.
- **Recurring Credit Card***. Save time with our recurring credit card option. Once you enroll, your insurance payment will be charged directly to your credit card. As a convenience, we will make every attempt to issue any refunds due to your credit card from which the payment was received. We accept all major credit cards including American Express, Visa, MasterCard and Discover. A charge will be applied to each installment unless paid in full.
- **Online.** Pay your bill online with eService at LibertyMutual.com/register. Click to register, or if you already have an eService account, simply login.
- **Direct Bill.** Choose a billing frequency (i.e. Monthly, Quarterly, Pay in Full , Pay in Two and Bi-Monthly) that is right for you and receive paper bills by mail. A charge will be applied to each installment unless paid in full.

*This option is available for most policy types.

REFUNDS

In most states and in most situations, any refunds owed will automatically be refunded in the same method your last payment was received. For example, if the last payment you made was with a credit card, we will apply your refund back to your credit card. We will refund electronic check payments back to your checking account instead of mailing you a check. Electronic check payments include:

- Check payments processed online at LibertyMutual.com
- A Liberty Mutual Service Rep initiated one-time check or EFT payment

However, we will typically mail a refund check in the following situations:

- The refund amount is greater than the last single payment amount received
- Your bank rejects an electronic refund
- Your credit card company rejects an electronic refund

FEES

- An installment charge may be applied to the outstanding account balance if there is a current installment amount due depending on the payment option chosen. You can avoid future installment charges by enrolling in Electronic Funds Transfer (EFT) payment option or paying the Account Balance in full.
- If we receive your payment after the due date, you may be charged a late fee of up to \$ 15.00. Late payments may affect your future premiums, your coverage or continuation of your policy.
- A **returned payment fee** may be charged for any payment not accepted by your financial institution.

If you have any questions please contact us at 1-225-292-8808/1-800-233-0913 and a representative will be happy to assist you.

Thank you for insuring with Liberty Mutual. We appreciate your business.



Information about Auto Rate Determination

When determining your premium, we consider many factors, such as your credit history, claims history, and auto characteristics. You may request that Liberty Mutual re-evaluate your current auto insurance rate with up-to-date information using the same factors prior to your policy's expiration.

Policy rate re-evaluation is limited to one request per policy period, and may result in a quoted premium either higher or lower. If you would like your policy re-evaluated, please call us at 1-225-292-8808/1-800-233-0913 and a representative will be happy to assist you.

If you have chosen Direct Bill as your billing type you may be forgoing potential savings now and in the future. A discount may be available to you if you choose Electronic Funds Transfer or Payroll Deduction as your payment option.

AUTO 4220



Disclosure to Liberty Mutual Policyholders Regarding Medical Payments

In most states, including those listed below, Liberty Mutual will pay or reimburse a Medical Provider's charge for medical treatment, medical service, medication or prosthesis covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy by paying (subject to applicable policy limits) the lowest of (a) the billed charge, (b) the 80th percentile charge indicated by the FAIRHealth medical-charge database for similar services in the same geographic area, (c) the amount authorized by a state mandated fee schedule or by another applicable law or regulation, or (d) the amount authorized by a written preferred-provider network or organization agreement to which the Medical Provider is a party. Liberty Mutual pays claims in this manner to comply with state regulations and policy language and to conserve insureds' limited PIP and MedPay benefits.

This disclosure applies to personal auto policies issued in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin and Wyoming.

"Liberty Mutual" means the insurance company issuing your auto policy and includes Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, The First Liberty Insurance Corporation, Liberty Personal Insurance Company, Liberty Insurance Corporation, Liberty Lloyds of Texas Insurance Company, LM General Insurance Company, and LM Personal Insurance Company.

"Medical Provider" means any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person or entity who claims or claimed a right to payment for providing medical treatment, medical services, medication, or prosthesis for an injury covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy.



Autosource

Market-Driven Valuation™

Administrative Data

Lynn Johns	Claimant
Liberty Personal Insurance Company	Insured Ursin, Derrick
2120 WALNUT HILL LANE	Claim 034203661-01
STE 200	Loss Date 08/14/2016
IRVING TX 75038-	Loss Type Comp
	Policy XXXXX
	Other

Company Name	Liberty Personal Insurance Company
Company Address	2120 WALNUT HILL LANE
Company Address2	STE 200
Company City	IRVING
Company State	TX
Company Zip	75038-

VINSOURCE Analysis

VIN SAJWA0ES9EPU20518
 Decodes as 2014 Jaguar XF Portfolio Turbo 4D Sedan
 Accuracy Decodes Correctly
 History Activity was reported

- o Autosource activity: (NONE).
- o Autotrak activity: (NONE).
- o AudaExplore/Estimating activity: (NONE)
- o Sales history activity: (NONE)

Recall Bulletins

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 5 recall bulletins that may apply to this vehicle.

NHTSA ID Number	14V157000
Date Issued	03/31/14
Quantity Affected	297
Defect	Jaguar Land Rover North America, LLC (Jaguar) is recalling certain model year 2013-2014 XJ, XF and XK vehicles. In the affected vehicles, the toe links, components used to control the alignment of the rear wheels, can separate from the rear sub-frame. If a toe link separates from the rear sub-frame, a loss of vehicle stability and directional control may result, increasing the risk of a crash.
Remedy	Jaguar will notify owners, and dealers will replace the nut and washer assembly on the rear toe links, free of charge. The recall is expected to begin around May 27, 2014. Owners may contact Jaguar at 1-855-524-8278. Jaguar's number for this recall is J037. Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov .

NHTSA ID Number	14V181000
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Date Issued	03/31/14
Quantity Affected	1,589
Defect	Jaguar Land Rover North America, LLC (Jaguar) is recalling certain model year 2013 and 2014 XF 2.0L GTDi vehicles manufactured May 2013 through October 2013. The hose clamp for the Charge Air Cooler (CAC) hose may be out of position and loose, allowing the hose to detach. If the CAC hose detaches, the engine may stall, increasing the risk of a crash. Additionally, steering and brake assistance may be lost further increasing the risk.
Remedy	Jaguar will notify owners, and dealers will inspect the CAC hose to make sure its clamp is in the correct position and tight, free of charge. The recall is scheduled to begin in late May 2014. Owners may contact Jaguar at 1-800-452-4827. Jaguar's recall number is J034. Note: This recall is an expansion of recall 13V-341. Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov .
NHTSA ID Number	14V291000
Date Issued	06/02/14
Quantity Affected	68
Defect	Jaguar Land Rover North America, LLC (Jaguar) is recalling certain model year 2013-2014 XF vehicles manufactured October 18, 2012, through February 25, 2014. In the affected vehicles, the right-hand rear brake pipe may wear against a bracket located on the rear sub frame. This condition may cause the brake pipe to wear through and leak brake fluid. Leaking brake fluid can lengthen braking distance and increase the risk of a vehicle crash.
Remedy	Jaguar will notify owners, and dealers will inspect the rear brake pipe for signs of wear, manipulate the bracket on the rear sub frame, and inspect and replace the rear brake pipes if wear is visible, free of charge. The recall began on August 1, 2014. Owners may contact Jaguar customer service at 1-855-524-8278. Jaguar's number for this recall is J036. Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov .
NHTSA ID Number	14V390000
Date Issued	07/01/14
Quantity Affected	81
Defect	Jaguar Land Rover North America, LLC (Jaguar) is recalling certain model year 2013-2014 XF (XFR-S) vehicles manufactured July 2, 2013, to April 11, 2014. A component within the Power Assist Steering system (PAS) may collapse and restrict fluid flow within the PAS hose causing a loss of power steering. The reduction of power steering assist can increase the steering effort needed, increasing the risk of a crash.
Remedy	Jaguar will notify owners, and dealers will install an improved PAS hose, free of charge. the recall began on August 6, 2014. Owners may contact Jaguar customer service at 1-800-452-4827. Jaguar's number for this recall is J042. Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov .
NHTSA ID Number	16V137000
Date Issued	03/07/16
Quantity Affected	6,938
Defect	Jaguar Land Rover North America, LLC (Jaguar) is recalling certain model year 2013-2015 Jaguar XF vehicles manufactured May 16, 2012, to June 15, 2015 and equipped with 2.0L GTDi engines. The retaining bolt for the Front End Auxiliary Drive (FEAD) idler pulley on the engine may fail resulting in a loss of power steering assist. A loss of power steering assist may increase the risk of a crash.
Remedy	Jaguar will notify owners, and dealers will replace the FEAD pulley assembly, free of charge. The recall is expected to begin May 2, 2016. Owners may contact Jaguar customer service at 1-800-452-4827. Jaguar's number for this recall is J061.

Vehicle Locator Service

After your claim is settled, Autosource provides free assistance in locating your next vehicle. Your request can be submitted online 24hrs. per day at <http://www.support.audatex.us>. Under Additional Services click the Autosource Vehicle Locator Service Form link

to complete the VLS form. Or you can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

Typical Condition Statement

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical mileage and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 24,922. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR		
Seats	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Carpets	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Int Trim	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Glass	Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner	Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR		
Body	Good	No visible damage. 1-3 small dings possible on close inspection.
Paint	Good	No obvious damage. 1-3 very small chips. 1-3 small scratches, no greater than 1 credit card in size, only noticeable on close inspection that can be polished out. Negligible swirl marks.
Ext Trim	Good	No damage. No dents. No impact damage. Good shine on chrome or bumper covers. Color-keyed sections in good condition. 1-3 slight scratches or marks.
MECHANICAL		
Engine	Well Maintained	Engine compartment generally clean. No obvious leaks. All accessories in good working condition. Recommended maintenance performed. Service records well documented.
Transmission	Well Maintained	Transmission housing, transaxle, differential, transfer case areas generally clean. No obvious leaks. Recommended maintenance performed. Service records well documented.
TIRES		
Front Tires	Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires	Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value. Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Loss Vehicle Valuation

Autosource has been chosen by **Liberty Personal Insurance Company** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of Liberty Personal Insurance Company. Autosource has evaluated all aspects of your vehicle provided by Liberty Personal Insurance Company as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, mileage and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet. Our exclusive Dealer Access program provides us with electronic inventories from thousands of affiliated dealers in North America.

Each week, over **5,000,000 vehicles** are listed from these sources, representing over 100,000 dealerships and 3400 publications, making our database the largest in the industry. We utilize the industry's largest electronic network and leading edge technology to provide you with the most current inspected, surveyed or advertised market data. We will find the closest vehicle matches in the area nearest your home.

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Baton Rouge Market		\$34,026
Other Optional Equipment Packages		Navigation System	1,075
		Burl Walnut Wood Trim	170
		Cold Weather Package	425
		Vision Package	735
Market Driven Value			\$36,431
		General Sales Tax 10.000%	\$3,643.10
		Deductible	-250.00
		Net Adjusted Market Value	\$39,824.10

Vehicle Description

VIN: SAJWA0ES9EPU20518

2014 Jaguar XF Portfolio Turbo 4D Sedan

17,000 Miles Not Actual

4cyl Gasoline Turbo 2.0

8-Speed Automatic

Interior	Air Conditioning	Armrest(s)	Dual Zone Auto A/C
	Cruise Control	Cargo Lamp	Digital Clock
	Carpeting	Center Console	Dual Pwr Lumbar Supports
	Driver Seat Memory	Electronic Compass	Garage Door Opener
	Heated/Cooled Frt Seats	Intermittent Wipers	Illuminated Visor Mirror
	Lighted Entry System	Floor Mats	Overhead Console
	Pwr Accessory Outlet(s)	Paddle Shifter	Power Door Locks
	Pwr Tilt/Tele. Str Wheel	Power Windows	Dual Power Seats
	Rear Reading Lights	Rear Bench Seat	Leather Seats
	Smoker's Package	Leather Steering Wheel	Tachometer
	Trip Computer	Tire Pressure Monitor	Wood Interior Trim
Exterior	Color-Keyed Bumper(s)	Rear Window Defroster	Chrome Grille
	Keyless Access System	Keyless Entry System	LED Brake Lights
	Mirror(s) Memory	Heated Power Mirrors	Perimeter Alarm System
	Rain-Sensing W/S Wipers	Rem Trunk-L/Gate Release	Compact Spare Tire
	Power Moonroof	Tinted Glass	Aluminum/Alloy Wheels
Mechanical	Power Brakes	Power Steering	Stability Cntrl Suspensn
Safety	Automatic Dimming Mirror	Auto Headlamp Control	Auto-Leveling Headlamps
	Dual Airbags	Anti-Lock Brakes	Daytime Running Lights

	Head Airbags	Headlight Washers	Projector Beam Headlamps
	Parking Assist System	Rear Fog Lamp	2nd Row Head Airbags
	Reverse Sensing System	Side Airbags	Traction Control System
	Theft Deterrent System		
Entertainment	Amplifier	High Definition Radio	IPOD Control
	1st Row LCD Monitor(s)	MP3 Decoder	Navigation System
	AM/FM CD Player	Sirius Satellite Radio	Strg Wheel Radio Control
	USB Audio Input(s)	Wireless Phone Connect	Wireless Audio Streaming
Packages	Burl Walnut Wood Trim		
	Cold Weather Package, Cruise Control, Heated Steering Wheel, Heated Windshield, Paddle Shifter, Wireless Phone Connect		
	Portfolio Package		
	Vision Package, Automatic High Beam, Adaptive Headlights, Blind Spot Sensor		
Trim Levels	STD, *Portfolio		* Indicates your trim level

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Contact Liberty Personal Insurance Company if revisions are necessary.

Vehicle Condition

Seats	Good
Carpets	Good
Int Trim	Good
Glass	Good
Headliner	Good
Body	Good
Paint	Good
Ext Trim	Good
Engine	Well Maintained
Transmission	Well Maintained
Front Tires	Good
Rear Tires	Good

Valuation Notes

o Adjustments of Special Note

- The requested Exception valuation has been processed using Comparables in order to meet state regulatory requirements.
- Typical mileage for this 2014 Jaguar XF in Louisiana is 24,922.
- No special adjustments were made for this vehicle.

o Information provided by Liberty Personal Insurance Company

- Loss vehicle description was provided by Liberty Personal Insurance Company
- All values are in U.S. dollars.

o Autosource Valuation Process

- Over 5,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
- The originating search area for this valuation was Baton Rouge, Louisiana.

- The mileage adjustment is a key element of a fair market value. As the mileage was not reported to be actual, an adjustment cannot be made, which makes it difficult to accurately place the loss vehicle within the market. If the actual mileage becomes available or typical mileage may be used, please contact a Valuation Specialist at 1-800-351-3133.

o Other Adjustments or Comments

- The tax was calculated based on a date of loss of 08/14/2016 using zip 70816, in Baton Rouge, East Baton Rouge County, Louisiana. The city may vary from search area to reflect correct tax location.

Original Equipment Guide

Engine Options		Transmission Options	
* 4 Cylinder Turbo 2.0 Engine	STD	* 8-Speed Automatic	STD
Other Optional Equipment		Convenience Options	
* Anti-Lock Brakes	STD	* Air Conditioning	STD
* Adaptive Headlights		Adaptive Cruise Control	\$2,300
* Amplifier	STD	* Automatic Dimming Mirror	STD
* Blind Spot Sensor		* Automatic High Beam	
* Chrome Grille	STD	* Auto Headlamp Control	STD
* Color-Keyed Bumper(s)	STD	* Auto-Leveling Headlamps	STD
* Cargo Lamp	STD	* Armrest(s)	STD
* Digital Clock	STD	* Cruise Control	STD
* Compact Spare Tire	STD	* Rear Window Defroster	STD
Special Factory Paint	\$1,500	* Daytime Running Lights	STD
* Carpeting	STD	* Dual Zone Auto A/C	STD
* Center Console	STD	* Floor Mats	STD
* Dual Airbags	STD	* Garage Door Opener	STD
* Electronic Compass	STD	* Illuminated Visor Mirror	STD
* Head Airbags	STD	* Parking Assist System	
* Headlight Washers	STD	* Rear Reading Lights	STD
* Heated Steering Wheel		* Reverse Sensing System	STD
* Heated Windshield		* Rain-Sensing W/S Wipers	STD
* Intermittent Wipers	STD	* Rem Trunk-L/Gate Release	STD
* Keyless Access System		Rear View Camera	
* Keyless Entry System	STD	* Smoker's Package	STD
* Keyless Ignition System	STD	* Strg Wheel Radio Control	STD
* 1st Row LCD Monitor(s)	STD	* Tire Pressure Monitor	STD
* LED Brake Lights	STD	Radio/Phone/Alarm Options	
* Lighted Entry System	STD	* AM/FM CD Player	STD
* Leather Steering Wheel	STD	Digital Signal Processor	
* Mirror(s) Memory	STD	* High Definition Radio	STD
Metallic Paint	\$500	* IPOD Control	STD
* Navigation System	\$1,900	* MP3 Decoder	STD
* Overhead Console	STD	* Perimeter Alarm System	STD
* Pwr Accessory Outlet(s)	STD	* Sirius Satellite Radio	STD
* Projector Beam Headlamps	STD	Subwoofer	
* Paddle Shifter	STD	* Theft Deterrent System	STD
* Rear Fog Lamp	STD	* USB Audio Input(s)	STD
* 2nd Row Head Airbags	STD	Power Accessories	
* Side Airbags	STD	* Heated Power Mirrors	STD
* Stability Cntrl Suspens	STD	* Dual Pwr Lumbar Supports	STD
Rear Spoiler		* Dual Power Seats	STD

* Tachometer	STD	* Power Brakes	STD
* Trip Computer	STD	* Power Door Locks	STD
* Traction Control System	STD	Power Rear Sunshade	\$475
* Tinted Glass	STD	* Power Steering	STD
* Wood Interior Trim	STD	* Pwr Tilt/Tele. Str Wheel	STD
* Wireless Phone Connect	STD	* Power Windows	STD
* Wireless Audio Streaming	STD		
Wheel Options		Seat Options	
18 Inch Alloy Wheels		* Driver Seat Memory	STD
19 Inch Alloy Wheels		* Heated/Cooled Frt Seats	STD
20 Inch Alloy Wheels		* Leather Seats	STD
* Aluminum/Alloy Wheels	STD	* Rear Bench Seat	STD
Chromed Alloy Wheels	\$3,075	Split Folding Rear Seat	\$600
		Sport Seats	
Roof Options			
* Power Moonroof	STD		
Option Packages			
18 In Lyra 5 V-Spoke	\$500	Includes 18 Inch Alloy Wheels	
19 In Aquila 5 V-Spoke	\$1,500	Includes 19 Inch Alloy Wheels	
19 In Artura 10-Spoke	\$1,500	Includes 19 Inch Alloy Wheels	
19 In Caravela Alloy Whls	\$1,500	Includes 19 Inch Alloy Wheels, 19 In Caravela 10 Twin-Spoke Alloys	
19In Artura 10-Spk Chrome	\$3,000	Includes 19 Inch Alloy Wheels	
20 In Hydra Spoke Alloys	\$3,000	Includes 20 Inch Alloy Wheels, 20 In Hydra 5 Twin-Spoke Alloys	
20 In. Draco-Style Wheels	\$4,000	Includes 20 Inch Alloy Wheels, 20 In Draco Dark Gray 5 V-Spoke	
Aerodynamics Package	\$1,200	Includes Rear Spoiler, Side Sills, Unique Front Bumper, Stainless Gloss Blk Lower Mesh Grille, Gloss Black Plastic Upper Grille	
Black & Aerodynamic Pkg	\$5,220	Includes Black Package, Aerodynamics Package	
Black Package	\$4,020	Includes 20 Inch Alloy Wheels, Black Finish Front Grille Surround, Black Finish Lower Grille & Outward Vent, Black Rear Trunk Lid Finisher, Black Front Bumper Aperture Inserts, Gloss Black Window Surround, 20 In Kalimnos Gloss Black Wheels	
* Burl Walnut Wood Trim	\$300		
Carbon Fiber Veneer	\$1,575		
* Cold Weather Package	\$750	Includes Cruise Control, Heated Steering Wheel, Heated Windshield, Paddle Shifter, Wireless Phone Connect	
Ebony Veneer	\$300		
Jet Suedecloth Headliner	\$525		
Meridian 825W Sound System	\$2,300	Includes Subwoofer, Meridian 825W 7.1 Channel Sound System, Trifield Mode w/17 Speakers & Subwoofer, Audyssey MultEQ and cabin Correction	
* Portfolio Package	STD		
Premium Package 1	\$4,250	Includes Digital Signal Processor, High Definition Radio, Keyless Access System, Navigation System, Parking Assist System, Rear View Camera, Sirius Satellite Radio, Subwoofer, Front Parking Aid, Meridian 380W Premium Sound System, Audyssey MultEQ & Meridian Cabin Correct	
Premium Package 2	\$5,850	Includes Keyless Access System, Navigation System, Parking Assist System, Reverse Sensing System, Rear View Camera, Meridian 825W Sound Systm, Front Parking Aid,	

Trifold Mode w/17 Speakers & Subwoofer, Audyssey MultEQ & Meridian Cabin Correct

* Vision Package \$1,300

Includes Automatic High Beam, Adaptive Headlights, Blind Spot Sensor, Electrochromic Side View Mirrors, Intelligent High-Beam

Base retail price	\$51,900
Loss Vehicle manufacturer's suggested retail price as reported	\$56,150

Editions available for the same body style (in order of original cost, increasing): STD, *Portfolio

* Indicates loss vehicle equipment.

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 708167450, as determined by the vehicle owner's principally garaged area. Autosource located 14, 2014 Jaguar XF vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 14 comparable vehicles is \$496,210 for an average price of \$35,444.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2014 Jaguar XF, the difference between the asking price and selling price is generally 4%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's mileage, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. A mileage adjustment of 10.00 cents per mile has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$36,431.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

1 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES1EPU25017 \$31,093

Stock# 39008A. 17,152 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Navigation System, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Sirius Satellite Radio, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), 18 Inch Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Center Armrest, HOMELINK SYSTEM, Console Insert, outside temperature display, RADIO DATA SYSTEM.

Offered for sale by Leson Chevrolet in New Orleans, LA, (504) 374-0250. Vehicle information by *Leading Internet Auto Site on 07/05/16.

The advertised price of \$30,899 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$ -1,296).

2 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES6EPU16765 \$31,941

Stock# BEPU16765. 29,052 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C,

Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Bluetooth Connectivity, Child Safety Locks, Floor Mats, Signal Mirrors, Rain Sensor Wipers, Security System.

Offered for sale by Jaguar Land Rover Houston in Bammel, TX, (832) 249-2000. Vehicle information by *Leading Internet Auto Site on 08/22/16.

The advertised price of \$31,782 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$ -1,331).

3 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES1EPU13370 \$35,011

Stock# U13370. 23,911 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Navigation System, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Rear View Camera, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), 18 Inch Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Well Equipped, Premium Package, EFI, Meridian Surround Sound, Audio System, Parking Sensors, Under Warranty.

Offered for sale by Texas Direct Auto in Alief, TX, (281) 854-2535. Vehicle information by *Leading Internet Auto Site on 08/22/16.

The advertised price of \$34,980 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$ -1,459).

4 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES6EPU11758 \$33,972

Stock# NU11758. 20,316 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Center Armrest, HOMELINK SYSTEM, Console Insert, outside temperature display, RADIO DATA SYSTEM.

Offered for sale by Texas Auto North in Alief, TX, (832) 328-0730. Vehicle information by *Leading Internet Auto Site on 06/27/16.

The advertised price of \$33,898 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$ -1,416).

5 2014 Jaguar XF STD Turbo 2WD 4D Sedan SAJWA0ES6EPU16698 \$35,029

Stock# 1089418. 11,512 Miles. 8-Speed Automatic, Carbon Fiber Veneer, 18 Inch Alloy Wheels, Anti-Lock Brakes, Air Conditioning, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Amplifier, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Color-Keyed Bumper(s), Digital Clock, Compact Spare Tire, Carpeting, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Electronic Compass, Dual Power Seats, Floor Mats, Garage Door Opener, Head Airbags, Headlight Washers, Heated Front Seats, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row

LCD Monitor(s), LED Brake Lights, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Navigation System, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Parking Assist System, Power Brakes, Projector Beam Headlamps, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Split Folding Rear Seat, Smoker's Package, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming.

Offered for sale by Mossy Nissan Houston in Buffalo, TX, (281) 589-5300. Vehicle information by *Leading Internet Auto Site on 08/08/16.

The advertised price of \$34,999 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,460).

6	2014 Jaguar XF Turbo 2WD 4D Sedan	SAJWA0ES9EPU25041	\$30,222
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Stock# EPU25041. 36,215 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Center Armrest, HOMELINK SYSTEM, Console Insert, outside temperature display.

Offered for sale by Steve Landers Toyota in Little Rock, AR, (501) 779-1511. Vehicle information by *Leading Internet Auto Site on 08/25/16.

The advertised price of \$29,991 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,259).

7	2014 Jaguar XF Turbo 2WD 4D Sedan	SAJWA0ES1EPU26779	\$32,988
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Stock# 6GT8057A. 25,617 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Heated Steering Wheel, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Navigation System, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming.

Offered for sale by Crain Chevrolet in Little Rock, AR, (501) 255-5300. Vehicle information by Crain Chevrolet/Oldsmobile on 07/04/16.

The advertised price of \$32,873 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,375).

8	2014 Jaguar XF Turbo 2WD 4D Sedan	SAJWA0ES0EPU16695	\$33,974
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Stock# MB6468J. 30,411 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Navigation System, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg

Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming.

Offered for sale by Park Place Premier Collection in Dallas, TX, (214) 525-5447. Vehicle information by *Leading Internet Auto Site on 05/30/16.

The advertised price of \$33,900 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,416).

9 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES0EPU26403 \$37,814

Stock# PLJU26403. 20,576 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Shift Knob, Spare Wheel.

Offered for sale by Park Place Jaguar Plano in Plano, TX, (972) 769-2000. Vehicle information by *Leading Internet Auto Site on 08/08/16.

The advertised price of \$37,900 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,576).

10 2014 Jaguar XF Turbo 2WD 4D Sedan SAJWA0ES4EPU24041 \$37,899

Stock# JP2612. 20,257 Miles. 4 Cylinder Turbo 2.0 Engine, Automatic Transmission, Automatic Dimming Mirror, Auto Headlamp Control, Auto-Leveling Headlamps, Air Conditioning, Dual Airbags, Amplifier, Anti-Lock Brakes, Dual Zone Auto A/C, Color-Keyed Bumper(s), Cruise Control, Digital Clock, Carpeting, Center Console, Rear Window Defroster, Daytime Running Lights, Driver Seat Memory, Electronic Compass, Garage Door Opener, Chrome Grille, Head Airbags, Headlight Washers, Projector Beam Headlamps, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), LED Brake Lights, Lighted Entry System, Floor Mats, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Fog Lamp, 2nd Row Head Airbags, Rear Reading Lights, Rear Bench Seat, Reverse Sensing System, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Smoker's Package, Compact Spare Tire, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Wireless Phone Connect, Wireless Audio Streaming, Blue Tooth Communications, Wireless Phone Connectivity, Audio System, RADIO DATA SYSTEM, Shift Knob.

Offered for sale by Park Place Jaguar Plano in Plano, TX, (972) 769-2000. Vehicle information by *Leading Internet Auto Site on 06/06/16.

The advertised price of \$37,988 was adjusted to account for differences in vehicle description (\$1,490) and typical negotiation (\$-1,579).

Louisiana Regulatory Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NICB Report

NICB/ISO S037 STATE FARM MUTUAL AUTOMOBILE INSURANCE

Member COMPANY

Claim 185N81044

Loss Date 12/27/14

Type of Loss	PROPERTY/CASUALTY	Phone	
NICB/ISO Member	L005 LIBERTY MUTUAL INSURANCE COMPANY		
Claim	034203661	Loss Date	08/14/16
Type of Loss	PROPERTY/CASUALTY	Phone	9725507899

Reported Phone Number Analysis

No Vehicles Advertised at (225) 277-2791

No Vehicles Advertised at (225) 772-2791

About Your Valuation

This report contains proprietary information of AudaExplore and shall not be disclosed to any third party (other than the insured or claimant) without AudaExplore's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. AudaExplore makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by AudaExplore, a Solera Company

US Pat. No 7912740B2

US Pat. No 8200513B2

US Pat. No 8468038B2

US Pat. No 8725544

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CONTACT US

By Phone

Toll Free: (800) 313-8844

Fax: (866) 864-6081

By E-mail

kala.psencik@

libertymutual.com

Liberty Personal Insurance Company

2120 Walnut Hill Lane

Ste 200

Irving, TX 75038

Visit us online

LibertyMutual.com

About Claims Process

Libertymutual.com/claims-insurance/about-claims-process

Mobile

Scan QR Code with your iPhone or Android smartphone to download the claims app or download a free reader app at www.i-nigma.mobi



September 09, 2016

Derrick Ursin
1943 Wildlife Dr
Baton Rouge LA 70816-7450

Claim Number: PD000-034203661-01
Date of Loss: 08/14/2016
Policy Number: AOF-298-205151-40
Year: 2014 Make: JAG Model: XF
VIN #: SAJWA0ES9EPU20518

Re: Information and instructions about the total loss of your vehicle

Dear Derrick Ursin,

At Liberty Mutual Insurance, we're here when you need us most and strive to make your claims experience as simple and easy as possible.

Based on our investigation, your vehicle is considered a total loss. We will pay you the actual cash value of your vehicle less any deductible and take ownership of the vehicle.

To ensure prompt payment, we are providing this letter as a guide to walk you through your claim settlement options and next steps. These include:

- Determining the value of your vehicle and settlement options
- Completing required paperwork



The Value of Your Vehicle

Your settlement is based on the actual cash value of your vehicle. This is determined by assessing your vehicle's market value adjusting for options, mileage, and pre-accident condition.

Below is a summary of your settlement:

	Company Retained
Actual cash value:	\$ 36,431.00
Applicable taxes and fees:	\$ 3721.60
Minus your deductible:	\$ 250.00
Vehicle owner payment:	\$ 39902.60
Total amount we owe:	\$ 39902.60

How to Complete Your Claim and Receive Payment

In order to pay your claim, we require receipt of the following:

- **Generic Power of Attorney Form**- Each vehicle owner must sign the enclosed form, in the presence of a notary, exactly as the name(s) appear on the title.
- **Odometer Statement**- Please sign only. Do not enter the mileage.

Place all the materials above in the enclosed envelope.

Please be sure that your keys, including key fobs, stay with your vehicle. If your vehicle is no longer accessible, please forward any remaining spare keys along with your paperwork.

When you send your title and/or power of attorney documents, make sure they have not been changed or altered in any way. Any alteration may delay the processing of your claim.

Please return all completed items within two business days of receipt of this letter.

Our processing center will review your paperwork for accuracy when it is received. This is typically completed within one (1) business day. I will then follow up with you to discuss next steps.

What If You Decide to Keep Your Vehicle?

If you have any questions or if you decide to retain ownership of your vehicle, please contact me utilizing the contact information provided.

Additional Information

You can ship the form(s) back to us by using one of the following methods:

- Return the paperwork from your place of employment if UPS picks up on a daily basis.
- Drop off at a local UPS pickup box or UPS store.
- Call UPS for pick-up at your home or business at 1-800-742-5877. Please be aware that UPS charges a fee for this service which varies by location.



If you have any questions, please contact me utilizing the contact information provided.

Thank you for being a Liberty Mutual Insurance customer. We appreciate your business.

Sincerely,
Kala Psencik
Claims Department

Enclosure



Odometer Disclosure Statement (Insured)

Claim No. PD000-034203661-01

Federal law (and State law, if applicable) requires that you state the mileage of your vehicle, upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____ (*Print Seller/Transferor's Name*) state that,

Please select one of the following:

- (1) the odometer now reads _____ (*No tenths*) miles and to the best of my knowledge it reflects the actual mileage of the vehicle described below.
- (2) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in **EXCESS** of its mechanical limits.
- (3) I hereby certify that the odometer reading is NOT the actual mileage.
Warning - Odometer Discrepancy.

Year: 2014 Make: JAG

Model: XF Body Type: _____

Vehicle Identification Number: SAJWA0ES9EPU20518

(Seller) Transferor's Signature

(Seller) Transferor's Printed Name

Seller/Transferor's
Address: _____
(Street) (City) (State) (Zip Code)

Date of Statement: _____

(Buyer) Transferee's Signature

(Buyer) Transferee's Printed Name

Buyer/Transferee's
Address: _____
(Street) (City) (State) (Zip Code)

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



Limited Power of Attorney

I/we hereby appoint Liberty Mutual Insurance And/or Copart, 21595 Greenwell Springs Road, Greenwell Springs, LA 70739 as my/our Attorney in Fact for the purpose of transferring title and registration to Liberty Mutual Insurance over this:

VEHICLE: 2014 JAG XF SAJWA0ES9EPU20518

With full authority to sign on my/our behalf all papers and documents and to do all things necessary to this appointment.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

OWNER'S SIGNATURE

OWNER'S PRINTED NAME

OWNER'S SIGNATURE

OWNER'S PRINTED NAME

OWNER'S ADDRESS

County of _____

State of _____



TL UPS Label Form

Type of Request: **Two Way Title Direct**

Submitter's Name: Kala Psencik

Submitter's Office: 0980 IRVING, TX-PI CLAIMS

Submitter's Email: kala.psencik@libertymutual.com

Claim Number: PD000-034203661-01

Vendor: COPART INC

Lot Number: 32490846

1. Instructions for outgoing UPS package to customer:

Destination Name: DERRICK URSIN

Destination Address: 1943 WILDLIFE DR, BATON ROUGE, LA 70816-7450

Packaging type: UPS Letter

Service: UPS 2nd Day Air

Signature Required: No

Saturday Delivery: No

2. Instructions for creating UPS package's Return Label:

Return Addressee: COPART INC, 21595 Greenwell Springs Rd, Greenwell Springs, LA 70739-5532

Additional Instructions: Please include a spare key envelope.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Derrick Ursin, individually and on behalf of others similarly situated

(b) County of Residence of First Listed Plaintiff Baton Rouge, LA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stephen J. Herman, Herman, Herman & Katz, LLC, 820 O'Keefe Ave, New Orleans, LA 70124 (504) 581-4892

DEFENDANTS

Liberty Personal Insurance Company

County of Residence of First Listed Defendant Suffolk County, MA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Breach of Contract / Bad Faith

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

May 17, 2021 /s/ Stephen J. Herman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana



DERRICK URSIN, individually and on behalf of others)
similarly situated,)

Plaintiff(s)

v.

LIBERTY PERSONAL INSURANCE COMPANY)

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Liberty Personal Insurance Company
Through it's registered agent for service of process
Louisiana Secretary of State
8585 Archives Ave.
Baton Rouge, LA 70809

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Stephen J. Herman
Herman Herman & Katz, LLC
820 O'Keefe Avenue
New Orleans, LA 70113

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Liberty Personal insurance Co. Fails to Pay Entire Actual Cash Value of Total-Loss Vehicles, Class Action Claims](#)
